

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

CORY J. ROSEN, an individual,

Plaintiff,

v.

PEND OREILLE COUNTY, a local  
government entity,

Defendant.

NO: 2:15-CV-153-RMP

STIPULATED PROTECTIVE ORDER

Pursuant to the agreement of the parties and FED. R. CIV. P. 26(c), the Court enters the following Confidentiality and Protective Order (Protective Order or Order), limiting the use and disclosure of discovered information. Accordingly, the parties' Stipulated Motion for Protective Order, **ECF No. 9**, is **GRANTED**.

**IT IS HEREBY ORDERED** as follows:

1. Scope. This Order shall apply to all information provided, produced, or obtained, whether formally or informally, in the course of discovery in this action, including, without limitation, information provided, produced, or obtained

1 in or through any depositions, any response to a request for admission, and any  
2 document or thing provided or made available for inspection and/or copying.

3 2. Definition of Confidential Information. The following shall constitute  
4 Confidential Information:

5 (a) Personnel information, including, but not limited to, sensitive  
6 and confidential personnel information regarding employees of Pend Oreille  
7 County (County) and Pend Oreille County Sheriff's Office (POCSO) and sensitive  
8 and confidential personnel information regarding former employees of the County  
9 or POCSO, including personnel records, employment records, hiring files,  
10 administrative files, training records, and/or internal affairs reports and/or  
11 investigations to the extent those records are exempt from inspection and copying  
12 under the Washington Public Records Act, chapter 42.56 RCW;

13 (b) Personal financial information regarding any individual party,  
14 including tax records;

15 (c) Confidential medical information regarding any individual;

16 (d) Any other information, documents, or things subject to  
17 protection under the law or under prior agreements between the parties;

18 (e) Any testimony regarding Confidential Information as defined in  
19 the above subparagraphs;

20 (f) Extracts and summaries prepared from such materials set forth  
21 in the above subparagraphs; and

1 (g) Those portions of briefs, affidavits, memorandums, depositions,  
2 or other writings, including exhibits thereto, that contain or refer to the  
3 Confidential Information.

4 3. Redaction of Personal Identifiers and Confidential Information.

5 The following procedures govern the treatment of documents bearing the  
6 social security numbers, dates of birth, bank account identifications, financial  
7 information, and driver's license of any individual, whether a party, sheriff's  
8 deputy or a third party, and documents bearing the names of third parties where the  
9 identification of the third party is confidential (collectively, Personal Information).

10 (a) Responsive and discoverable documents bearing Personal  
11 Information will be produced in discovery to opposing counsel in redacted and  
12 unredacted form (Redacted Version and Unredacted Document). No Personal  
13 Information shall be redacted from Unredacted Documents. All Personal  
14 Information shall be redacted from each Redacted Version of its corresponding  
15 Unredacted Document.

16 (b) The parties shall clearly indicate all redactions either by  
17 marking each Redacted Version as "Redacted" or by redacting Personal  
18 Information in black.

19 (c) The parties shall file only Redacted Versions with the Court,  
20 except that the parties may file Unredacted Documents under seal in accordance  
21 with Section 7 below.

1 (d) All other procedures and provisions of this Order shall apply to  
2 Unredacted Documents and their Redacted Versions in the same manner and to the  
3 same extent as those procedures and provisions apply to all other information  
4 provided, produced, or obtained in this lawsuit.

5 4. Designation of Unredacted Confidential Information.

6 (a) The producing party shall indicate the confidential nature of  
7 documents and other information to be produced and/or the confidential nature of  
8 testimony by affixing the word “CONFIDENTIAL” or similar language thereon or  
9 by identifying or designating such documents, other information, and/or testimony  
10 as Confidential Information in writing or on the record in a deposition or other  
11 transcribed proceeding.

12 (b) The designation of Confidential Information shall appear on all  
13 documents or information containing such material, including portions of  
14 depositions, briefs, or correspondence. Confidential designations to deposition  
15 transcripts shall be made on the record during such deposition or within thirty (30)  
16 days after the party desiring such designation receives the transcript of such  
17 deposition. Provided, however, that a party may designate documents produced in  
18 this matter as “Confidential” on a family level (e.g. an email and its attachment(s))  
19 in order to reduce cost and burden during the review and production process.

1 (c) If material is too voluminous or it is impracticable to designate  
2 the material as Confidential Information, that material shall be so designated in the  
3 transmittal letter.

4 5. Restrictions on Use and Disclosure of Confidential Information.

5 Confidential Information shall be used solely for the preparation, trial,  
6 and/or settlement (including appeals) of the above-captioned case. Confidential  
7 Information shall not be communicated or used for any other purpose whatsoever  
8 except as compelled by court order or disclosed pursuant to the Washington State  
9 Rules of Professional Conduct for attorneys at law. This Order should not be  
10 construed, however, as limiting any party's right to seek a modification of this  
11 Order or to object to discovery which that party believes to be otherwise improper.

12 6. Permitted Disclosure of Confidential Information. Confidential  
13 Information shall not be given, shown, made available, communicated, or  
14 disclosed to anyone other than:

15 (a) The attorneys of record in this action and their associated  
16 attorneys, legal assistants, and staff members working on the action.

17 (b) The parties themselves and any employees, advisors, or agents  
18 of the parties who assist the attorneys of record in this action, provided, however,  
19 that before any such person reviews or receives any Confidential Information, he  
20 or she must read a copy of this Protective Order and agree in writing to abide by  
21 the same by signing a document in the form of Exhibit 1 hereto, unless that person

1 is otherwise authorized to review the Confidential Information at issue in the  
2 normal course of his or her job duties.

3 (c) Independent consultants and/or experts retained by the parties  
4 to work on the action, provided, however, that before any such consultant or expert  
5 is shown or receives any Confidential Information, he or she must read a copy of  
6 this Protective Order and agree in writing to abide by the same by signing a  
7 document in the form of Exhibit 1 hereto.

8 (d) Witnesses interviewed by a party's representatives or attorney  
9 or persons deposed in this lawsuit, provided, however, that before any information,  
10 document, or thing designated as Confidential Information is shown to a witness,  
11 he or she must read a copy of this Protective Order and agree in writing to abide by  
12 the same by signing a document in the form of Exhibit 1 hereto, unless that person  
13 is otherwise authorized to review the Confidential Information at issue in the  
14 normal course of his or her job duties.

15 (e) Stenographic and/ or video reporters engaged for depositions or  
16 other proceedings necessary to the conduct of the action.

17 (f) Copy or imaging services retained by counsel to assist in the  
18 duplication of confidential material, provided that counsel for the party retaining  
19 the copy or imaging service instructs the service not to disclose any confidential  
20 material to third parties and to immediately return all originals and copies of any  
21 confidential material;

1 (g) Such persons as the undersigned counsel shall mutually consent  
2 to in writing or on the record before the proposed disclosure.

3 (h) The Court and court personnel.

4 7. Filing Under Seal. Before any party files with the Court or submits  
5 into evidence any paper, document, exhibit, or thing that contains or discloses  
6 Confidential Information (Confidential Material), such party shall file a motion  
7 seeking an order allowing the Confidential Material to be filed under seal in  
8 accordance with local court rules. If the Court grants such motion to seal, the  
9 Confidential Material shall remain under seal until the Court shall enter an order  
10 unsealing said documents. If the Court denies such motion, except for procedural  
11 reasons, the Confidential Material at issue may be filed without sealing.

12 8. Relief Available. If a dispute arises as to the designation of materials  
13 as Confidential Information, the parties agree to attempt to resolve the issue in  
14 good faith. If the matter is not resolved by the parties, the party challenging the  
15 confidential status of information claimed to be restricted by this Protective Order  
16 shall bring the dispute before the Court for a determination.

17 9. Inadvertent Failure to Designate. Neither the provisions of this  
18 Protective Order nor any designation or failure to designate any particular  
19 information, document, or material by a party as Confidential Information shall, in  
20 this litigation or any other litigation, constitute a waiver of the rights of a party to  
21 assert confidentiality with respect to any document, material, or information

1 meeting or not meeting the definition of Confidential Information in paragraph 2  
2 above. Upon discovery of an inadvertent non-designation, the discovering party  
3 will immediately notify the opposing party, and the information, document, or  
4 material identified will be treated as if it had been originally designated as  
5 Confidential Information and will be subject to the terms of this Protective Order.  
6 If a party produces multiple identical copies of a document (but with different  
7 Bates numbers) and one has not been designated as confidential, all identical  
8 copies shall be treated according to the most restrictive designation.

9 10. Procedure Upon Termination of Action. Within 60 days after the  
10 termination of this action, including all appeals, each receiving party must either  
11 (1) certify destruction of all Confidential Material to the producing party, including  
12 all copies, extracts and summaries thereof; or (2) return all physical copies of  
13 Confidential Material to the producing party, in accordance with the preference of  
14 the producing party. All Confidential Material in the possession or control of any  
15 agent, employee, or expert of Plaintiff or Defendants must be destroyed or returned  
16 in accordance with this provision.

17 Notwithstanding this provision, counsel are entitled to retain one archival  
18 copy of all documents filed with the court, trial, deposition, and hearing transcripts,  
19 correspondence, deposition and trial exhibits, expert reports, attorney work  
20 product, and consultant and expert work product, even if such materials contain  
21 confidential material; FURTHER PROVIDED, counsel for a party may certify that



1 Confidential documents attached to email and stored in counsel's email systems  
2 will continue to be maintained securely and consistent with the provisions of this  
3 Order.

4 11. Continuing Order and Continuing Jurisdiction of This Court. The  
5 provisions of this Protective Order shall, absent written consent of the parties  
6 hereto, continue to be binding after the conclusion of this action, and the Court  
7 shall retain jurisdiction for the purpose of ensuring compliance with the Protective  
8 Order and granting such other and further relief as may be necessary.

9 District Court Clerk is directed to enter this Order and provide copies to  
10 counsel.

11 **DATED** this 15th day of October 2015.

12  
13 s/ Rosanna Malouf Peterson  
14 ROSANNA MALOUF PETERSON  
15 Chief United States District Court Judge  
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